

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ransohoff, Inc.	09/21/2006
RECEIVING PARTY DATA	
Name:	NMGG CTG, LLC
Street Address:	161 Greenfield Street
City:	Tiffin
State/Country:	OHIO
Postal Code:	44883
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6276374
Patent Number:	6286523
Patent Number:	6302123
Patent Number:	5919376
Patent Number:	5368053
CORRESPONDENCE DATA	
Fax Number:	(513)579-6457
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5135796960
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Correspondent Name:	Courtney A. Laginess
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Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	CL2395MA0002

OP \$200.00 6276374

NAME OF SUBMITTER:

Courtney A. Laginess

Total Attachments: 4

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (“**Assignment**”) is effective as of September __, 2006 (“**Effective Date**”) from RANSOHOFF, INC., a Delaware corporation and BLACKSTONE-NEY ULTRASONICS, INC., a New York corporation (collectively, the “**Assignor**”) to NMGG CTG, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of certain patents described on Schedule A (the “**Patents**”);

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement dated September __, 2006 (the “**Contribution Agreement**”), which Contribution Agreement provides, among other things, for the sale, transfer, assignment and conveyance of substantially all of Assignor’s assets used or usable in Assignor’s business, defined in the Contribution Agreement as the “**Contributed Assets**,”

WHEREAS, Assignee wishes to acquire from Assignor the entire right, title and interest in and to the Patents;

WHEREAS, the parties hereto wish to evidence such assignment as set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee, its entire right, title and interest in and to the Patents, and any Related U.S. or Foreign Patent Filings throughout the United States, its Territorial Possessions, and the world. Assignor also hereby grants, assigns and conveys to Assignee the right to apply anywhere in the world for foreign patent(s) or the equivalent in respect of or based upon the Patents and/or any Related U.S. or Foreign Patent Filings, including, but not limited to, the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded Assignor under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties. Assignor also sells, assigns and transfers to Assignee the right to assert and enforce all rights arising from the Patents and any Related U.S. or Foreign Patent Filings with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by Assignee as a result thereof.

2. Definitions. As used herein, the “**Patents**” also shall include any Related U.S. or Foreign Patent Filings (as hereinafter defined), applications or registrations; all inventions and subject matter disclosed in the Patents, and any extension, substitute, reissue and reexamination certificate based upon the Patents. “**Related U.S. or Foreign Patent Filings**” shall mean any U.S. or foreign patent application, irrespective of its filing date, that was, is or will be related to the Patents, as a provisional, continuation, continuation-in-part, continued prosecution, divisional U.S. or foreign patent application or any U.S. or foreign patent application, or any Patent Cooperation Treaty (PCT) filings, which in any part claim priority from, or relate to the Patents, and any patent registrations granted or that may be granted, therefrom.

3. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

4. Limitation. This Assignment is intended to implement the provisions of the Contribution Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor or Assignee thereunder. To the extent any provision of this instrument is inconsistent with the Contribution Agreement, the provisions of the Contribution Agreement shall control.

5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

RANSOHOFF, INC.

By: 

Name: Stephen D. Temple

Title: President

BLACKSTONE-NEY ULTRASONICS, INC.

By: 

Name: ~~Stephen D. Temple~~ EUGENE PHANEUF

Title: President

State of _____)

: SS

County of _____)

On this ___ day of _____, _____, before me appeared Stephen D. Temple, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Ransohoff, Inc. and Blackstone-Ney Ultrasonics, Inc. with authority to do so.

Signature of Notary Public

SCHEDULE A

Patent	Serial No. Issued	Date of Issuance	Agency or Office
Rotary Style Parts Cleaning Machine with Pocketed Wheel	6,276,374	Aug. 21, 2001	U.S. PTO
Parts Transport Mechanism for a Rotary Style Parts Treating Machine	6,286,523	Sept. 11, 2001	U.S. PTO
Rotary Liquid Diverter for Industrial Parts Washer	6,302,123	Oct. 16, 2001	U.S. PTO
Filtration Apparatus and Method	5,919,376	July 6, 1999	U.S. PTO
Parts Cleaning Machine and Method of Cleaning Parts	5,368,053	Nov. 29, 1994	U.S. PTO
High Power Ultrasonic Transducer with Broadband Frequency Characteristics at all Overtones and Harmonics	7,019,439	Mar. 28, 2006	U.S. PTO
Ultrasonic Transducer Assembly Having a Cobalt-Base Alloy Housing	6,150,753	Nov. 21, 2000	U.S. PTO

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